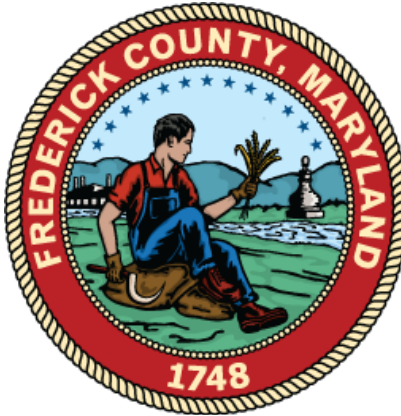


**FREDERICK COUNTY, MD**

**PROCUREMENT & CONTRACTING DEPARTMENT**

12 East Church Street, Winchester Hall

Frederick, Maryland 21701



**INVITATION FOR BID (IFB) #16-032**

**UNIFORMS FOR THE DIVISION OF PUBLIC WORKS**

**Bid Due Date:**

**October 2, 2015 at 2:00 p.m.**

Buyer: Michael V. Decker, CPPB

Phone: 301-600-6804

Email: [mdecker@frederickcountymd.gov](mailto:mdecker@frederickcountymd.gov)

[www.FrederickCountyMD.gov/procurement](http://www.FrederickCountyMD.gov/procurement)

**National Purchasing Institute**



**TABLE OF CONTENTS**

**DOCUMENT A – PERTINENT INFORMATION**

**DOCUMENT B – GENERAL CONDITIONS**

1. Definitions
2. County Information
3. Reservations
4. Competition
5. Period of Validity
6. Delivery
7. Governing Law
8. Fair Labor Standards Act
9. Cash Discount
10. Unit Prices
11. Non-Waiver
12. Patents
13. Compliance with Laws
14. Hold Harmless/Indemnification
15. Termination
16. Maryland Registration
17. Availability of Funds
18. Integration and Modification
19. Non-Assignment of Contract
20. Responsibility
21. Affidavit
22. Public Information/Proprietary/Confidential Information
23. Cooperative Purchase
24. Exceptions
25. Award Notification

**DOCUMENT C – SPECIFICATIONS**

1. Scope
2. Pre-Bid Conference
3. Inquiries and Addenda
4. Contractor's Qualifications
5. Agreement Period
6. Price Adjustment
7. Non-Exclusivity
8. Estimated Quantities
9. Insurance
10. Method of Ordering
11. Method of Award
12. Billing and Payment
13. Warranty
14. Unbalanced Bids
15. Default
16. Additions/Deletions
17. Sizing

## DOCUMENT D – SUBMISSION REQUIREMENTS

1. Instructions
2. Submission of Bid Documents
3. Samples

## ATTACHMENTS

1. Price Page No. 1
2. Price Page No. 2-9
3. Acknowledgement of Addenda
4. Detailed Specifications
5. Contractor's Reference Information
6. Affidavit
7. Certification of Compliance with Purchasing Regulations 1-2-36
8. Insurance
9. Sample Shirt Lettering

**IMPORTANT: ADVISE THE DEPARTMENT OF PROCUREMENT AND CONTRACTING  
IMMEDIATELY IF ANY OF THE ABOVE DOCUMENTS ARE NOT ENCLOSED**



**Frederick County  
Workforce Services**  
RECRUITMENT • RETRAINING • RETENTION

**301-600-1867**  
**The one call you have to make.**

Let **Frederick County Workforce Services** assist you to quality local candidates for your job openings **at no cost**. You will need the right employees for this job! Our **FREE** services include recruitment, candidate assessment, training and hiring grants, and workforce wage and trends data.

**Call Michelle Day, Business Services Manager, at 301-600-1867**

**DOCUMENT A: PERTINENT INFORMATION SUMMARY**

<b>IFB Number:</b>	IFB 16-032
<b>IFB Name:</b>	Uniforms for the Division of Public Works
<b>Issue Date:</b>	September 1, 2015
<b>Buyer:</b>	Michael Decker, CPPB mdecker@frederickcountymd.gov 301-600-6804
<b>Pre-Bid Date:</b>	September 16, 2015 at 9:00 a.m.
<b>Pre-Bid Location and Registration</b>	Conference Room, Office Of Highway Maintenance 331 Montevue Lane Frederick, Maryland 21702  Please register by contacting Michael Decker at mdecker@frederickcountymd.gov
<b>Questions Due and to Whom:</b>	Questions due no later than 4:00 PM on September 23, 2015 Submit questions to Michael Decker at mdecker@frederickcountymd.gov
<b>IFB Due:</b>	October 2, 2015 at 2:00 p.m.
<b>Mail/Deliver Bids to the Issuing Office:</b>	Department of Procurement & Contracting Winchester Hall, Second Floor 12 East Church Street Frederick, Maryland 21701 301-600-1067  <b>THE COUNTY ASSUMES NO LIABILITY FOR MAILED BIDS. All bids received after the opening time are rejected and returned unopened to the bidder.</b>
<b>Agreement Term:</b>	One year with five renewals.
<b>Bid Deposit/ Performance Bond:</b>	N/A

## DOCUMENT B – GENERAL CONDITIONS

### 1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Department of Procurement & Contracting website.)
- 1.2 Agreement – The Invitation for Bid Documents and any addenda, the Contractor's response to this solicitation, and subsequent Purchase Orders
- 1.3 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.4 Bid – All information submitted by the Contractor in response to this solicitation
- 1.5 Bidder – Any entity that submits a response to this solicitation
- 1.6 Buyer – The County's Department of Procurement & Contracting Representative for the solicitation and/or the resulting Agreement
- 1.7 Contractor – Any bidder; most often the successful bidder
- 1.8 County – Frederick County, Maryland
- 1.9 Designee – Specifically appointed alternate signatory or decision maker
- 1.10 DP&C – The Department of Procurement & Contracting
- 1.11 Interested Party – An actual or prospective bidder or Contractor that may be interested in the award of a contract
- 1.12 Invitation For Bid (IFB) – All documents identified in the Table of Contents, including any addenda
- 1.13 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.14 Solicitation – The Invitation for Bid
- 1.15 User Agency – County division, department, or office for which goods and/or services are being purchased

### 2 COUNTY INFORMATION:

The County is part of the "Golden Triangle" located 45 minutes from both Baltimore and Washington, DC. The largest county in Maryland at 667 square miles in total land area (including bodies of water), Frederick is also Maryland's fastest growing county in the Washington metro region and contains Frederick City, the second largest city in Maryland. The County is home to approximately 250,000 residents and 9,000+ businesses employing 91,000+ workers. County services include police, fire and rescue, corrections, public works, planning and zoning, landfill, water and sewer, and parks and recreation. Currently the County's general obligation debt is rated AAA by Standard & Poor's and Fitch IBCA, and Aa1 by Moody's Investors Service.

### 3 RESERVATIONS:

- 3.1 The Director of DP&C reserves the right to reject any or all bids or parts of bids when, in DP&C's reasoned judgment, the public interest will be served thereby.
- 3.2 The Director of DP&C may waive formalities or technicalities in bids as the interest of the County may require.
- 3.3 The Director of DP&C reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
- 3.4 The Director of DP&C reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in DP&C's judgment, be in the best interest of the County.

- 3.5 The Director of DP&C may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase the estimated cost of maintenance and repair to the County.
- 3.6 The Director of DP&C may reject any bid which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or bids obviously unbalanced.

**4 COMPETITION:**

- 4.1 A Contractor may offer only one price on each item though they may have two or more types that meet specifications. Contractors must determine for themselves which to offer. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor.
- 4.2 All bids must be accompanied by descriptive literature as may be called for by the specifications or proposal. Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications, and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Contractors.

**5 PERIOD OF VALIDITY:** Unless otherwise specified, all formal bids submitted shall be irrevocable for 120 days following the bid opening date, unless the Contractor agrees to an extension. Bids may not be withdrawn during this period.

**6 DELIVERY:**

- 6.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
- 6.2 The Contractor shall notify the County 24 hours in advance of all deliveries. All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the bid unless otherwise stated in the solicitation.
- 6.3 Items ordered must be delivered within 30 days after the order is placed. Uniforms shall be sorted by employee and crew department. Should an item be unavailable from the manufacturer, the Contractor shall notify the County with the anticipated delivery date. The DP&C reserves the right to charge the Contractor or vendor for each day the supplies are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the DP&C and said sum is to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor or vendor.
- 6.4 Upon delivery, uniforms shall be inspected by County personnel prior to acceptance. Deficiencies shall be brought to the attention of the Contractor who's responsibility it shall be to replace the defective item at no expense to the County.
- 6.5 The DP&C reserves the right to procure the supplies elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies may be charged against the Contractor and deducted from any monies due or which may become due him.

**7 GOVERNING LAW:**

- 7.1 This contract shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

- 7.2 The laws of the State of Maryland and Frederick County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.
- 8 **FAIR LABOR STANDARDS ACT:** All goods shipped against this order must be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended including Section 6, 7, and 12, and regulations and orders issued under Section 14 thereof.
- 9 **CASH DISCOUNT:** Cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of the proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount
- 10 **UNIT PRICES:** Unless clearly shown on the bid that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
- 11 **NON-WAIVER:** Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 12 **PATENTS:** If applicable, the Contractor shall defend any suit or proceeding against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information, and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit, is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 13 **COMPLIANCE WITH LAWS:**
- 13.1 If awarded a contract, the Contractor hereby represents and warrants that it:
- 13.1.1 Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
  - 13.1.2 Is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract.
  - 13.1.3 Shall comply with all federal, state, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract.
  - 13.1.4 Shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract.
  - 13.1.5 Agrees that the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.

- 13.2 In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the contract shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

**14 HOLD HARMLESS/INDEMNIFICATION:**

- 14.1 The Contractor shall indemnify and hold the County harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- 14.2 Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

**15 TERMINATION:**

- 15.1 Termination for Convenience: The performance of work under this contract may be terminated by the County, with concurrence of the Department, in accordance with this clause in whole, or from time to time in part, whenever the County determines that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
- 15.2 Termination for Default: If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the County may terminate the contract, with concurrence of the Department, by written notice to the Contractor. The notice will specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.

- 16 MARYLAND REGISTRATION:** Contractors must be registered to do business in, and must be in good standing with, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: [www.dat.state.md.us/](http://www.dat.state.md.us/) or by calling 410-767-1340 or Toll Free 888-246-5941.

- 17 AVAILABILITY OF FUNDS:** The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

- 18 INTEGRATION AND MODIFICATION:** These bid documents, Contractor's response to this solicitation, and subsequent purchase order(s) to the successful Contractor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

- 19 NON-ASSIGNMENT OF CONTRACT:** Neither the County nor the Contractor shall assign, sublet, or transfer its interest or obligations under the resulting contract to any third party, without the written



consent of the other. Nothing here shall be construed to create any personal or individual liability upon any employee, officer, or elected official of the County, nor shall the resulting contract be construed to create any rights hereunder in any person or entity other than the parties to this contract.

- 20 RESPONSIBILITY:** The Contractor has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred Contractor or one with documented poor performance or one with questionable reputation, integrity or key personnel as solely determined by DP&C, may automatically be considered non-responsible in connection with this solicitation. At the sole discretion of the County, a Contractor that has previously failed to perform properly, has failed to timely complete contracts of a similar nature, has failed to complete contracts of a similar nature within budget or with an unreasonable quantity of change orders, or one that investigation reveals is unable to perform the requirements of the contract may be excluded from consideration for award. DP&C may request that a Contractor provide documentation necessary for the determination of responsibility. Failure of a Contractor to provide the required documentation may exclude it from further consideration.
- 21 AFFIDAVIT:** The attached affidavit is provided to facilitate your compliance with the applicable law and is to be completed and returned with response.
- 22 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:**
- 22.1 The County operates under the public information law, which permits access to most records and documents.
- 22.2 Bids will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the bid to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.
- 23 COOPERATIVE PURCHASE:**
- 23.1 The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this proposal to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools at its own discretion.
- 23.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this proposal.
- 24 EXCEPTIONS:** If the Contractor cannot/ will not meet the terms, conditions, and/or specifications of the solicitation, the Contractor shall furnish a statement on company letterhead providing a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish exceptions on company letterhead shall be interpreted to mean the Contractor agrees to all terms, conditions, and specifications. Exceptions taken do not obligate the County to change the terms, conditions, and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal. Descriptive literature may be used to clarify or be a reference to an exception; however, exceptions shall not be considered by enclosing descriptive literature in itself. The decision of the Director of DP&C in accepting or rejecting an exception shall be final. If it is

determined that an exception is not acceptable, the proposal may be considered non-responsive at the sole discretion of the Director of DP&C.

**25 AWARD NOTIFICATION:**

- 25.1 Award notification will be by U.S. Mail, email, phone or any combination thereof.
- 25.2 The awarded Contractor(s) will be required to return an Insurance Certificate (if applicable) naming Frederick County as an additional insured, the executed Agreement\*(if applicable), and the Maryland Registration Certificate of Good Standing.
- 25.3 Individuals wishing to contest results of a solicitation may view procedures on the DP&C website at [www.FrederickCountyMD.gov/procurement](http://www.FrederickCountyMD.gov/procurement).

**\*As Contractors have had an opportunity to note Exceptions to the Agreement with their bid submission, execution of the Agreement will require minimal time. PLEASE BE SURE TO READ THE SAMPLE AGREEMENT (ATTACHMENT 1) PRIOR TO SUBMISSION OF THE BID.**

## **DOCUMENT C – SPECIFICATIONS**

- 1 **SCOPE:** Frederick County, Maryland (hereinafter called the “County”) is seeking bids from qualified Contractors (hereinafter called the “Contractor”) for the provision of uniforms for the Division of Public Works in accordance with the terms, conditions and specification of this solicitation. Used or rental uniforms will not be considered.
- 2 **PRE-PROPOSAL CONFERENCE:**
  - 2.1 A Pre-Proposal Conference will be held to discuss objectives and answer questions relating to this solicitation. Contractor’s attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor’s understanding of the requirements.
  - 2.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
  - 2.3 In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing the Buyer and referencing this solicitation and number.
  - 2.4 If there is a need for language interpretation and/or other special accommodations, please advise the Buyer via email so that reasonable efforts may be made to provide special accommodations.
  - 2.5 If County administrative offices have been officially closed for any reason, the Pre-Proposal Conference will be rescheduled via Addenda posted on the website the morning after the closing event.
- 3 **INQUIRIES AND ADDENDA:**
  - 3.1 The buyer in DP&C is the sole point of contact for this solicitation. Questions concerning this solicitation must be addressed in writing to Michael Decker or e-mail [mdecker@frederickcountymd.gov](mailto:mdecker@frederickcountymd.gov) and delivered no later than 7 days in advance of the bid’s due date.
  - 3.2 Addenda to solicitations often occur prior to the bid opening, sometimes within a few hours of the opening. It is the potential Contractor’s responsibility to visit the DP&C website at <http://frederickcountymd.gov/procurement> to obtain Addenda.
- 4 **CONTRACTOR’S QUALIFICATIONS:**
  - 4.1 Contractors must be engaged in the provision of work clothing and shall have been actively engaged in this field for a minimum of three years.
  - 4.2 The County reserves the right to inspect the Contractor’s equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of this contract.
- 5 **AGREEMENT PERIOD:** The contract period shall be for one year commencing on or about October 1, 2015 after approval and proper execution of the contract documents, with a renewal option for five additional years in one-year increments, exercisable at the sole discretion of the County.
- 6 **PRICE ADJUSTMENT:**
  - 6.1 Prices offered shall remain firm against any increase for one year from the effective date of this contract. Prior to the commencement of subsequent renewal periods, it shall be the Contractor’s responsibility to notify DP&C in advance of any requested price changes.
  - 6.2 Requests for price adjustments must be submitted to DP&C, not the user agency.

- 6.3 Requests for price adjustments must be accompanied by bona-fide manufacturer's documents or price lists reflecting the changes. Increases shall be limited to the actual cost increase to the Contractor. The County reserves the right to accept or reject the request for price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 6.4 If a price increase is requested following contract renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.
- 6.5 In the event of any decrease in price, either by the manufacturer or if the Contractor shall charge a lower price to other customers, the County shall be notified promptly and receive such decrease.

**7 EXCLUSIVITY:**

- 7.1 The County is obligated during the period stipulated to purchase all of its normal requirements from the Contractor and the Contractor shall be obligated to furnish the goods and/or services as stated.
- 7.2 Should the Contractor be unable to fulfill the needs of the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.

**8 ESTIMATED QUANTITIES:** The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated.

**9 INSURANCE REQUIREMENTS:** The Contractor shall be required to provide the insurance as outlined in Attachment 8. All documentation of insurance shall be submitted prior to contract start date. In the event that the necessary insurance cannot be obtained, the County reserves the right to revoke the contract award and award to another firm.

**10 METHOD OF ORDERING:**

- 10.1 Purchase Orders will be issued as-needed for such quantities as may be required by the County. Purchase Orders issued against the contract, even if not completed within the term of the contract, shall continue to be bound by the terms and conditions until completion.
- 10.2 Small purchases may also be made with the County's procurement card (currently MASTERCARD). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.
- 10.3 The County may, at its sole discretion, require the Contractor to provide on-site sizing for County employees. The number of County employees taking part in the sizing may vary from 1 to 200. The County shall require no more than three sizing visits from the Contractor annually.

**11 METHOD OF AWARD:**

- 11.1 The County intends to make awards to one primary Contractor; effectively to the lowest responsive and responsible Contractor.
- 11.2 The assignment of work shall be at the sole discretion of the County. The Contractor shall waive any claim of either Contractor against the County for extra compensation or damages arising out of assignment of work by the County.
- 11.3 If only one bid is received, the County reserves the right to award to a single Contractor if it is in the best interest of the County.

- 11.4 Samples submitted shall be evaluated as to “or equal” status by the Office of Highway Operations and Office of Facility Maintenance. See Document D, Paragraph 3 regarding samples.

**12 BILLING AND PAYMENT:**

- 12.1 Invoices shall be submitted monthly in duplicate for all services performed during the preceding month to The Office of Highway Operations, 331 Montevue Lane, Frederick, Maryland 21702 or The Office of Facility Maintenance, 430 Pine Avenue, Frederick, Maryland 21701.
- 12.2 Each invoice shall include the following information:
- 12.2.1 Federal Employer Identification Number (FEIN);
  - 12.2.2 Contractor’s name and address;
  - 12.2.3 Name of Using Department;
  - 12.2.4 Frederick County Contract Number, if applicable;
  - 12.2.5 Purchase Order Number;
  - 12.2.6 An itemized description of goods provided and/or services performed
  - 12.2.7 Date and length of time of each service performed, if applicable; and
  - 12.2.8 Name of individual(s) performing the required services, if applicable.
- 12.3 Delivery tickets signed by authorized County personnel shall accompany invoice.
- 12.4 Payment shall be made upon receipt of proper invoice from the Contractor and authorized by the County.
- 12.5 All amounts, costs, or prices referred to herein pursuant to this contract shall be United States of America currency.

- 13 WARRANTY:** The materials supplied by the Contractor shall carry the manufacturer’s standard new material warranty.

- 14 UNBALANCED BIDS:** A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable cost (including actual labor and material cost, over and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that the award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the Director of DP&C both mathematically and materially unbalanced, may be rejected as non-responsive.

- 15 DEFAULT:** Upon non-performance or violation of the contract terms, the Contractor will be given one chance, via written communication, to correct deficiencies. Failure to correct the deficiencies stated in the written communication will be cause for the contract to be cancelled or annulled by Frederick County, Maryland in whole by written notice of default to the Contractor. An award may then be made to the next low Contractor. In either event, the defaulting Contractor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices. Failure of the Contractor to deliver services within the time stipulated on their bid, unless extended in writing by the Director of DP&C shall constitute contract default. In the event that a Contractor exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to bid on any future County contract for a period of time determined by the Director of DP&C and they shall be liable for any costs incurred by the County as a result of their default.

- 16 ADDITIONS/DELETIONS:** The County, at its option, may add or delete items as needed. All specifications and requirements of the Invitation for Bid will apply to additional units, locations, and Departments added during the contract term.

- 17     **SIZING:** The County may, at it's sole discretion, require the Contractor to provide on-site sizing for County employees. The number of County employees taking part in the sizing may vary from 1 to 200. The County shall require no more than three sizing visits from the Contractor annually.

## DOCUMENT D - SUBMISSION REQUIREMENTS

### 1 INSTRUCTIONS:

- 1.1 All bids must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation, and the due date and time, and the name of the Contractor submitting the bid.
- 1.2 All bids must be signed by an authorized officer or agent of the Contractor submitting the bid and delivered in sealed envelopes or cartons to DP&C no later than the time and date indicated. Bids received after the time and date indicated will not be accepted or considered.
- 1.3 The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various documents, unless specifically noted otherwise in the bid.
- 1.4 Each bid shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.5 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify DP&C in writing not later than five days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. DP&C will notify all Contractors of any changes, additions, or deletions to the specifications by Addenda posted on the DP&C website (<http://frederickcountymd.gov/procurement>).
- 1.6 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed and will be issued by DP&C.

### 2 SUBMISSION OF BID DOCUMENTS:

- 2.1 Contractors are required to complete and return **one (1) original and one (1) copy** of the following documents with their bids:
  - 2.1.1 Attachment 1 (Price Page No. 1)
  - 2.1.2 Attachment 2 (Price Page No. 2-5)
  - 2.1.3 Attachment 3 (Acknowledgement of Addenda)
  - 2.1.4 Attachment 4 (Detailed Specifications)
  - 2.1.5 Attachment 5 (Contractor's Reference Information)
  - 2.1.6 Attachment 6 (Affidavit)
  - 2.1.7 Attachment 7 (Certification of Compliance with Purchasing Regulation 1-2-36)
  - 2.1.8 Attachment 8 (Insurance Requirements)
- 2.2 Failure to return required documents may be cause for rejection of bid.

### 3 SAMPLES:

- 3.1 **Contractors shall specify the product being bid and shall supply a sample and sufficient data for each type of clothing being bid if the type item differs in any way from the Model/Manufacturer shown on the bid form.** All samples shall be delivered to the Issuing Office before opening of bids. All packages shall be marked "Samples for the Office of Procurement" and each sample shall bear the name of the Contractor, item number, bid number and shall be tagged or marked in a substantial manner. Failure to submit the required samples may be sufficient cause for rejection of the bid.
- 3.2 The County reserves the right to retain the sample(s) for testing purposes and will be free from any redress or claim on the part of the Contractor if any articles or materials are lost or destroyed. Upon notification by the County that a sample is available for return, it shall be removed within ten days or the County will not be responsible for its disposition.

**ATTACHMENT 1 – PRICE PAGE NO. 1**

1. **BIDS SHALL BE SENT TO:** Frederick County Department of Procurement & Contracting  
12 East Church Street, 2<sup>nd</sup> Floor  
Frederick, Maryland 21701
2. **COMPANY INFORMATION:** The undersigned agrees to furnish and deliver the above services in accordance with the specifications issued for same, the subject to all terms, conditions, and requirements in the solicitation, and in the various solicitation documents:

LEGAL BUSINESS NAME\*: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NO. /SOCIAL SECURITY NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

REPRESENTATIVE'S NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRINTED NAME OF COMPANY SIGNATORY: \_\_\_\_\_

PAYMENT TERMS: Net 30 \_\_\_\_\_

DELIVERY TIME AFTER RECEIPT OF ORDER: \_\_\_\_\_

*This delivery time will be considered in determining the award.*

3. **TAX EXEMPTION:** Frederick County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to increase due to any taxes, or any other reason.
4. **ACKNOWLEDGMENT:** The Contractor shall include a signed acknowledgment that all terms and conditions of the offer may, at the County's option, be made applicable to any contract issued as a result of this solicitation. Proposals that do not include such acknowledgment may be rejected. Executing and returning this acknowledgment will satisfy this requirement:

The undersigned agrees that all terms and conditions of this solicitation and offer may, at the County's sole discretion, be made applicable to any contract as a result of this agreement.

SIGNATURE\*\*: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

EMAIL ADDRESS OF PERSON SIGNING FORM: \_\_\_\_\_

\* The correct legal business name of the Contractor shall be used in all contracts. A trade name or nickname shall not be utilized in the submission of this bid.

\*\* Signature shall be made by authorized signatory, officer or partner. The signing of this Acknowledgment shall represent that the person signing is authorized to commit the Contractor into a legal, binding contract. The County reserves the right to require documentation to verify signatory status.



**ATTACHMENT 2 – PRICE PAGE NO. 2**

Item No.	Description	Est. Qty.	U / M	Unit Price	Extended Price
1.	T-Shirt, Short Sleeved, with pocket, classic fit, 6 oz. 100% cotton fabric, preshrunk, crew neck, seamless double needle 7/8" collar, sizes S, M, L, XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE", Colors: Orange, Hi-Viz Green, Navy. <b>Gildan 2300 or County Approved equal.</b>	200	Each	\$ _____	\$ _____
2.	T-Shirt, Short Sleeved, with pocket, classic fit, 6 oz. 100% cotton fabric, preshrunk, crew neck, seamless double needle 7/8" collar, sizes 2XL, 3XL, 4XL & 5XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE", Colors: Orange, Hi-Viz Green, Navy. <b>Gildan 2300 or County Approved equal.</b>	125	Each	\$ _____	\$ _____
3.	T-Shirt, Long Sleeved, with pocket, classic fit, 6 oz. 100% cotton fabric, preshrunk, crew neck, seamless double needle 7/8" collar, sizes S, M, L, XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE", Colors: Orange, Hi-Viz Green, Navy. <b>Gildan 2410 or County Approved equal.</b>	175	Each	\$ _____	\$ _____
4.	T-Shirt, Long Sleeved, with pocket, classic fit, 6 oz. 100% cotton fabric, preshrunk, crew neck, seamless double needle 7/8" collar, sizes 2XL, 3XL, 4XL & 5XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE", Colors: Orange, Hi-Viz Green, Navy. <b>Gildan 2410 or County Approved equal.</b>	75	Each	\$ _____	\$ _____

**ATTACHMENT 2 – PRICE PAGE NO. 3**

Item No.	Description	Est. Qty.	U/M	Unit Price	Extended Price
5.	Sweatshirt, hooded, pullover, classic fit, 9.3 oz. 50% cotton 50% DryBlend polyester fleece fabric, preshrunk, sizes S, M, L, XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE", Colors: Orange, Hi-Viz Green, Navy. <b>Gildan 12500 or County Approved equal.</b>	50	Each	\$ _____	\$ _____
6.	Sweatshirt, hooded, pullover, classic fit, 9.3 oz. 50% cotton 50% DryBlend polyester fleece fabric, preshrunk, sizes 2XL, 3XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE", Colors: Orange, Hi-Viz Green, Navy. <b>Gildan 12500 or County Approved equal.</b>	25	Each	\$ _____	\$ _____
7.	Sweatshirt, hooded, full zip up, ykk metal zipper, classic fit, 9.3 oz. 50% cotton 50% DryBlend Polyester Fleece fabric, preshrunk, sizes S, M, L, XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE", Colors: Orange, Hi-Viz Green, Navy. <b>Gildan 12600 or County Approved equal.</b>	40	Each	\$ _____	\$ _____
8.	Sweatshirt, hooded, full zip up, ykk metal zipper, classic fit, 9.3 oz. 50% cotton 50% DryBlend Polyester Fleece fabric, preshrunk, sizes 2XL, 3XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE", Colors: Orange, Hi-Viz Green, Navy. <b>Gildan 12600 or County Approved equal.</b>	20	Each	\$ _____	\$ _____

**ATTACHMENT 2 – PRICE PAGE NO. 4**

Item No.	Description	Est. Qty.	U/M	Unit Price	Extended Price
9.	Sweatshirt, crew neck, pullover, classic fit, 9.3 oz. 50% cotton 50% DryBlend Polyester Fleece fabric, preshrunk, sizes S, M, L, XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE", Colors: Orange, Hi-Viz Green, Navy. <b>Gildan 12000 or County Approved equal.</b>	6	Each	\$ _____	\$ _____
10.	Sweatshirt, crew neck, pullover, classic fit, 9.3 oz. 50% cotton 50% DryBlend Polyester Fleece fabric, preshrunk, sizes 2XL, 3XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE", Colors: Orange, Hi-Viz Green, Navy. <b>Gildan 12000 or County Approved equal.</b>	4	Each	\$ _____	\$ _____
11.	Polo Shirt, short sleeved, pique pocket, 6.5 oz. 100% cotton fabric,double needle stitching, flat knit collar, 3-button placket, left chest pocket, open hem sleeves, side vents. , sizes S, M, L, XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE". <b>Port Authority K800P or County Approved equal.</b>	6	Each	\$ _____	\$ _____
12.	Polo Shirt, short sleeved, pique pocket, 6.5 oz. 100% cotton fabric,double needle stitching, flat knit collar, 3-button placket, left chest pocket, open hem sleeves, side vents. , sizes 2XL, 3XL, 4XL, 5XL & 6XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE". <b>Port Authority K800P or County Approved equal.</b>	4	Each	\$ _____	\$ _____

ATTACHMENT 2 – PRICE PAGE NO. 5

Item No.	Description	Est. Qty.	U/M	Unit Price	Extended Price
13.	Shirt, long sleeved, with patch pocket, 5 oz. 100% cotton fabric, button-through sleeve plackets, adjustable cuffs, sizes S, M, L & XL with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY", third line " HIGHWAYS" or "MAINTENANCE". <b>Port Authority S600T or County Approved equal.</b>	6	Each	\$ _____	\$ _____
14.	Shirt, long sleeved, with patch pocket, 5 oz. 100% cotton fabric, button-through sleeve plackets, adjustable cuffs, sizes 2XL, 3XL, 4XL, 5XL & 6XL with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE". <b>Port Authority S600T or County Approved equal.</b>	4	Each	\$ _____	\$ _____
15.	Shirt, short sleeved, with patch pocket, 5 oz. 100% cotton fabric, button-down collar, sizes S, M, L, XL with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE". <b>Port Authority S500T or County Approved equal.</b>	6	Each	\$ _____	\$ _____
16.	Shirt, short sleeved, with patch pocket, 5 oz. 100% cotton fabric, button-down collar, sizes 2XL, 3XL & 4XL with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE". <b>Port Authority S500T or County Approved equal.</b>	4	Each	\$ _____	\$ _____
17.	Shorts, 11" inseam, relaxed fit, flat front, dual tool pocket, hammer loop, triple needle stitching, 9.5 oz. 100% cotton rip-stop fabric, 30" - 44" even sizes, <b>Dickies WR825 or County approved alternate.</b>	10	Each	\$ _____	\$ _____

**ATTACHMENT 2 – PRICE PAGE NO. 6**

Item No.	Description	Est. Qty.	U/M	Unit Price	Extended Price
18.	Pants, straight leg, relaxed fit, flat front, dual tool pocket, hammer loop, 9 oz. 100% cotton duck fabric, 30" - 44" even sizes, <b>Dickies DU250 or County approved alternate.</b>	10	Each	\$ _____	\$ _____
19.	Pants, straight leg, flat front, tool pocket, hammer loop, 7.5 oz. 100% cotton ring spun canvas, 30"-36" and 38" - 42" even sizes, <b>Carhart B151 or County approved alternate.</b>	6	Each	\$ _____	\$ _____
20.	Pants, straight leg, flat front, tool pocket, hammer loop, 7.5 oz. 100% cotton ring spun canvas, 44" - 50" even sizes, <b>Carhart B151 or County approved alternate.</b>	4	Each	\$ _____	\$ _____
21.	Jeans, straight leg, flat front, zipper fly with button closure, 14.5 oz. 100% cotton denim, 28"-38" and 38" - 42" even sizes, <b>Wrangler W976DS or County approved alternate.</b>	100	Each	\$ _____	\$ _____
22.	Jeans, straight leg, flat front, zipper fly with button closure, 14.5 oz. 100% cotton denim, 44"- 50" even sizes, <b>Wrangler W976DS or County approved alternate.</b>	50	Each	\$ _____	\$ _____
23.	Jeans, straight leg, flat front, zipper fly with button closure, hammer loop, double rule pocket, 13.5 oz. 100% cotton denim, 28"- 34" and 36" - 42" even sizes, <b>Red Kap Loose Fit Dungaree PD80SW or County approved alternate.</b>	100	Each	\$ _____	\$ _____
24.	Jeans, straight leg, flat front, zipper fly with button closure, hammer loop, double rule pocket, 13.5 oz. 100% cotton denim, 44" - 50" even sizes, <b>Red Kap Loose Fit Dungaree PD80SW or County approved alternate.</b>	50	Each	\$ _____	\$ _____
25.	Polo Shirt, short sleeved, pique collar and 3-button placket, 4.5 oz. 100% poly interlock stay cool wicking fabric, open hem sleeves, sizes XS, S, M, L, XL with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE". <b>OGIO Hybrid Polo OG109 or County Approved equal.</b>	6	Each	\$ _____	\$ _____

ATTACHMENT 2 – PRICE PAGE NO. 7

Item No.	Description	Est. Qty.	U/M	Unit Price	Extended Price
26.	Polo Shirt, short sleeved, pique collar and 3-button placket, 4.5 oz. 100% poly interlock stay cool wicking fabric, open hem sleeves, sizes 2XL, 3XL & 4XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE". <b>OGIO Hybrid Polo OG109 or County Approved equal.</b>	4	Each	\$ _____	\$ _____
27.	Shirt, long sleeved, with patch pocket, 4.5 oz. 55/45 cotton/poly fabric, button down collar, adjustable cuffs, box back pleat, sizes S, M, L, XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE". <b>Port Authority S608 or County Approved equal.</b>	6	Each	\$ _____	\$ _____
28.	Shirt, long sleeved, with patch pocket, 4.5 oz. 55/45 cotton/poly fabric, button down collar, adjustable cuffs, box back pleat, sizes 2XL, 3XL, 4XL, 5XL & 6XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE". <b>Port Authority S608 or County Approved equal.</b>	4	Each	\$ _____	\$ _____
29.	Shirt, short sleeved, with patch pocket, hi-visibility, 3.8 oz. 100% birdseye mesh polyester fabric, ANSI Class 2 Compliant with 2" wide silver reflective tape, sizes S, M, L, XL with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE". <b>OccuNomix LUX-SSETPBK Class 2 Black Bottom Wicking Birdseye Mesh Safety T-Shirt - Yellow/Lime or County Approved equal.</b>	17	Each	\$ _____	\$ _____

**ATTACHMENT 2 – PRICE PAGE NO. 8**

Item No.	Description	Est. Qty.	U/M	Unit Price	Extended Price
30.	Shirt, short sleeved, with patch pocket, hi-visibility, 3.8 oz. 100% birdseye mesh polyester fabric, ANSI Class 2 Compliant with 2" wide silver reflective tape, sizes 2XL, 3XL, 4XL & 5XL with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line "HIGHWAYS" or "MAINTENANCE". <b>OccuNomix LUX-SSETPBK Class 2 Black Bottom Wicking Birdseye Mesh Safety T-Shirt - Yellow/Lime or County Approved equal.</b>	8	Each	\$ _____	\$ _____
31.	Jacket, hi-visibility ANSI Class 3 compliant with 2" wide reflective tape, removable hood, water resistant, 5 pocket, adjustable cuffs with rubber pulls, sizes M, L, XL. <b>ML Kishigo JS130 Ripstop Bomber Jacket - Yellow/Lime or County Approved equal.</b>	6	Each	\$ _____	\$ _____
32.	Jacket, hi-visibility ANSI Class 3 compliant with 2" wide reflective tape, removable hood, water resistant, 5 pocket, adjustable cuffs with rubber pulls, sizes 2XL, 3XL, 4XL & 5XL. <b>ML Kishigo JS130 Ripstop Bomber Jacket - Yellow/Lime or County Approved equal.</b>	4	Each	\$ _____	\$ _____
33.	Coveralls, insulated, 8 pocket, zipper closure, 7.5 oz. 65/35 poly/cotton twill fabric shell, 100% polyester lining and insulation. sizes S, M, L, XL. <b>Red Kap Insulated Twill Coveralls - CT30NV or County Approved equal.</b>	6	Each	\$ _____	\$ _____
34.	Coveralls, insulated, 8 pocket, zipper closure, 7.5 oz. 65/35 poly/cotton twill fabric shell, 100% polyester lining and insulation. sizes 2XL, 3XL & 4XL. <b>Red Kap Insulated Twill Coveralls - CT30NV or County Approved equal.</b>	4	Each	\$ _____	\$ _____
35.	Coveralls, 7 pocket, zipper closure, 7.25 oz. 65/35 poly/cotton twill fabric shell. 34" - 42" even sizes. <b>Red Kap Twill Action Back Coveralls - Navy - CT10NV or County Approved equal.</b>	30	Each	\$ _____	\$ _____

**ATTACHMENT 2 – PRICE PAGE NO. 9**

Item No.	Description	Est. Qty.	U/M	Unit Price	Extended Price
36.	Coveralls, 7 pocket, zipper closure, 7.25 oz. 65/35 poly/cotton twill fabric shell. 44" - 58" even sizes. <b>Red Kap Twill Action Back Coveralls - Navy - CT10NV or County Approved equal.</b>	20	Each	\$ _____	\$ _____
37.	T-Shirt, sleeveless, with pocket, 100% cotton fabric, preshrunk, crew neck, sizes S, M, L, XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE", Colors: Orange, Hi-Viz Green, Navy. <b>Dickies WS452 or County Approved equal.</b>	90	Each	\$ _____	\$ _____
38.	T-Shirt, sleeveless, with pocket, 100% cotton fabric, preshrunk, crew neck, sizes 2XL & 3XL, with 1/2" tall screen printed block type font lettering over pocket, first line "FREDERICK", second line "COUNTY, third line " HIGHWAYS" or "MAINTENANCE", Colors: Orange, Hi-Viz Green, Navy. <b>Dickies WS452 or County Approved equal.</b>	60	Each	\$ _____	\$ _____

**Total Bid Price (Items 1-38):** \$ \_\_\_\_\_

Item No.	Description	Discount off Catalog Price
39.	Items not specifically noted, percentage off Contractor's annual catalog pricing.	_____ %

**THE PERSON COMPLETING THE PRICE PAGE**  
**MUST INITIAL ANY ALTERATIONS IN FIGURES IN INK**

COMPANY NAME: \_\_\_\_\_  
PRINT COMPANY NAME

REPRESENTATIVE'S NAME: \_\_\_\_\_  
PRINT REPRESENTATIVE'S NAME

REPRESENTATIVE'S TITLE: \_\_\_\_\_  
PRINT REPRESENTATIVE'S TITLE

TELEPHONE NUMBER: \_\_\_\_\_  
PRINT REPRESENTATIVE'S TELEPHONE NUMBER

EMAIL ADDRESS: \_\_\_\_\_  
PRINT REPRESENTATIVE'S EMAIL ADDRESS



**ATTACHMENT 3 – ACKNOWLEDGEMENT OF ADDENDA**

The Contractor acknowledges receipt of the following addenda. Please date and initial.

Addendum Number	Date	Initial	Addendum Number	Date	Initial
1			5		
2			6		
3			7		
4			8		

#### ATTACHMENT 4 - DETAILED SPECIFICATIONS

COMPANY NAME: \_\_\_\_\_

The Contractor shall complete **EVERY** line, 20 total, signifying either **YES**, it EXACTLY matches the requirement, or **NO**, it is different in ANY way from the requirement. If “No” is selected, the item being bid is not as specified, and a full explanation of the deviation must be given next to the item or on an accompanying sheet.

	<b>Insert A Section Title</b>	<b>YES</b>	<b>NO</b>	<b>If no, specify alternate being offered.</b>
1	Gildan 2300			
2	Gildan 2410			
3	Gildan 12500			
4	Gildan 12600			
5	Gildan 12000			
6	Port Authority K800P			
7	Port Authority S600T			
8	Port Authority S500T			
9	Dickies WR825			
10	Dickies DU250			
11	Carhart B151			
12	Wrangler W976DS			
13	Red Kap PD80SW			
14	OGIO OG109			
15	Port Authority S608			
16	OccuNomix LUX-SSETPBK			
17	ML Kishigo JS130			
18	Red Kap CT30NV			
19	Red Kap CT10NV			
20	Dickies WS452			

**ATTACHMENT 5 - CONTRACTOR'S REFERENCE INFORMATION**

Name of Company: \_\_\_\_\_

**The above Company has been in business at present location for \_\_\_\_\_ years.**

References: Provide the name, address, telephone number and email address of at least three entities for which the Contractor has provided uniform clothing services during the past three years, including City, County or State governments, if applicable.

1.	Entity Name:		
	Street Address:		
	State:	Zip:	Phone:
	Contact Name:		Email:
	Contract Title:		Contract No.:
	Description of Services:		

2.	Entity Name:		
	Street Address:		
	State:	Zip:	Phone:
	Contact Name:		Email:
	Contract Title:		Contract No.:
	Description of Services:		

3.	Entity Name:		
	Street Address:		
	State:	Zip:	Phone:
	Contact Name:		Email:
	Contract Title:		Contract No.:
	Description of Services:		

**ATTACHMENT 6 – AFFIDAVIT**  
(Must be completed, signed, and submitted with the bid.)

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Bid Number 16-032

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above  
(Print Signer's Name) (Print Office Held)

named Contractor does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, 2015 that I hold the aforementioned office in  
(Month)

the above named Contractor and I affirm the following:

**AFFIDAVIT I**

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of Frederick County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Frederick County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

**AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Frederick County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 712 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
EMAIL ADDRESS

ATTACHMENT 7

**CERTIFICATION OF COMPLIANCE**  
**With Frederick County Purchasing Regulation 1-2-36,**  
**Hiring of Illegal Aliens Prohibited for Performance of County Work**

I, \_\_\_\_\_, hereby certify or attest the following statements are true:  
(Name)

1. I am the owner or authorized representative of \_\_\_\_\_;  
(Name of Firm)
2. In compliance with Frederick County Purchasing Regulation 1-2-36, and as a contractual requirement of doing business with Frederick County Government, my firm and all of my firm's subcontractors shall only employ individuals legally authorized to work within the United States of America and within Frederick County, Maryland in the performance of work under this contract.;
3. Compliance with Frederick County Purchasing Regulation 1-2-36 is a material contractual obligation and that breach of this obligation could result in contract termination in addition to, and not in lieu of, any and all other remedies available to Frederick County Government and any and all other damages for which my firm might be liable; and
4. Nothing within Frederick County Purchasing Regulations requires Frederick County Government to elect to terminate a contract for default to the exclusion of any other remedy.

By my signature below, I swear or affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Print Name of Signatory: \_\_\_\_\_

Print Title of Signatory: \_\_\_\_\_

Employer Name: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## ATTACHMENT 8 – INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain, during the entire term of the contract, including any renewals thereof, the following policies of insurance acceptable to the County:

- 1 AUTO LIABILITY coverage with minimum limits of \$1,000,000 Combined Single Limit, or \$1,000,000 each Person, \$1,000,000 each Accident, \$1,000,000 Property Damage
- 4 GENERAL LIABILITY insurance with minimum limits of:
  - \$1,000,000 per occurrence;
  - \$2,000,000 General Aggregate;
  - \$2,000,000 Prod/CO Aggregate;
  - \$1,000,000 Personal/Advertising Injury;
  - \$ 50,000 Fire Damage Legal Liability and
  - \$ 5,000 Medical Expense.

The General Liability insurance policy must include Frederick County, Maryland as Additional Insured. If General Liability policy has a Self-Insured Retention or deductible greater than \$1,000 the Contractor may be required to submit audited financial statements for review. General Liability insurance must cover:

Premises/Operations;  
Products/Completed Operations;  
Contractual Liability;  
Independent Contractors;  
Broad Form Property Damage and  
Personal/Advertising Injury

- 3 WORKER'S COMPENSATION coverage with minimum statutory limits.  
*Out of state employers must show evidence of coverage in Maryland by listing Maryland as a covered state and not rely on "other states" coverage. On a Standard Workers' Compensation policy this is typically established in Section 3A of the Declarations Page. A copy of the Declarations Page showing evidence of coverage must be provided.*

Employers Liability coverage with minimum limits of:  
\$100,000 per Accident;  
\$100,000 per Employee and  
\$500,000 per Policy.

Certificates must have the following phrases struck from the Cancellation text:

"endeavor to" and  
"but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives".

**CERTIFICATE HOLDER** must be:

Frederick County, Maryland  
12 East Church Street  
Frederick, Maryland 21701

### PLEASE NOTE THE FOLLOWING:

- a) If any primary policy's limits fall short of the requirements, certificate shall indicate excess policies that extend these limits.
- b) Any insurance written on a Claims Made form must indicate retro date.
- c) All policies requiring **Additional Insured** wording MUST be accompanied by the corresponding endorsements – blanket

endorsements are acceptable.

- d) All of the above insurance coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature. Any deductibles or self-insured retentions should be noted on the certificate.
- e) If applicable, the Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- f) The Contractor shall not commence work under the contract until evidence of all required coverage is approved by the Risk Specialist. Certificates must include an authorized signature and provide for 30 days notice of cancellation. Contractor shall not reduce or cancel or change any of the required coverages without thirty (30) days notice of such change to the County.
- g) The Contractor will not hold the County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
- h) The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.
- i) Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.
- j) Failure to comply with this requirement at any time during the initial term and subsequent renewals is cause for Termination for Default. A violation of this law is a Class A civil offense and, in addition to a fine, the County may suspend or debar the violator.
- k) In the event the Risk Specialist determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the County, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section may be changed accordingly upon receipt of written notice from the Risk Specialist; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Specialist to the Director of Procurement & Contracting within ten (10) days of receipt of notice from the Risk Specialist.

**The undersigned agrees to provide all necessary insurance coverages, and the documentation of such, immediately upon notification of award, and further understands that failure to produce the necessary documentation may result in revocation of award and debarment:**

SIGNATURE: \_\_\_\_\_

PRINT NAME OF SIGNATORY: \_\_\_\_\_

PRINT TITLE OF SIGNATORY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

**ATTACHMENT 9 - SAMPLE SHIRT LETTERING**

